THE NEW YORK HERALD

NEW YORK HERALD, WEDNESDAY, FEBRUARY 6, 1878.—TRIPLE SHEET.

THE COURTS.

Decision by Judge Larremore in the Kinzey Divorce Suit.

ENCOURAGING TO POOR SUITORS.

Heavy Claim for Removing the Embargo on a Cuban Estate.

In the divorce suit brought by William O. Kinzey against Adelaide Kinzey—which is an action to annul the marriage on the ground of alleged fraudulent representations and the fact that at the time of such marriage and of the commencement of the suit Mrs. Kinzey's former husband, Willard Ide, was alive—a motion made on her behalf for alimony and counsel fee was some time ago denied at Special Term of the Court of Common Pleas. Mrs. Kinzey appealed and the General Term has just affirmed the order of the Court below. Judge Larremore writes the opinion of the Court. After stating the facts of the case, in which it appears on one side that Mr. Ide had abandoned the defendant in 1859, and that she had never heard from him since, that she had told Mr. Kinzey of the circumstance and that he entered into the marriage with full knowledge of the fact, and on the other side that the plaintiff had allowed the defendant $20 a week for her support, and that he was willing to continue such payment during the pendency of the action, Judge Larremore goes on to say that "the validity of defendant's second marriage rests upon the provision of the statutes that if any person whose husband or wife shall have absented himself for the space of five successive years without being known to be living during that time shall marry, such marriage shall be void only when so declared by a court of competent jurisdiction." The judge below held that "belief in the death" of her first husband was essential to the validity of her second marriage. The counsel argued that the want of knowledge of her former husband being alive was the statutory test of validity. Judge Larremore on this point says "it is obvious that the statutory phrase 'being known' implies and includes not only the things known, but also that which may be known." "The decision complained of," he continues, "is susceptible of this construction, that if the defendant had a belief that could and would have ripened into a knowledge of her former husband's existence during the five years immediately preceding her second marriage, it was bad faith on her part to enter into that relation without employing some means to ascertain a fact so essential to its validity. The statute whose probation she invokes offers no premium for ignorance or want of ordinary precaution. The affidavit of Anson B. Brown shows that in the year 1874 said Ide lived with his father at Rahway, N. J., where defendant's daughter formerly resided and her mother visited her. And although this place was of convenient and easy access, yet no information is sought nor inquiry made at the place, and from the persons, where the knowledge, if desired, was most likely to be obtained. The whole transaction was certainly questionable." In conclusion, Judge Larremore holds that alimony will not be allowed unless the existence of the marital relation be proven to the satisfaction of the Court, for the right to alimony depends upon that relation. The order is therefore affirmed.

IMPORTANT TO POOR SUITORS.

Judge Brady has just rendered a decision of considerable importance to litigants who are obliged to sue as poor persons, in the case of Sarah Lyons against Magdalena Murat, the facts of which have already been reported in the HERALD. The decision is based upon the provisions of the new code passed by the last Legislature for the benefit of parties prosecuting and defending actions as poor persons. The plaintiff made a motion "for leave that the plaintiff may continue to prosecute this action as a poor person and that the costs heretofore awarded against the plaintiff in this cause be either cancelled off the records or remain on the records and the payment thereof abide the event." Ferdinand S. Hahn, who appeared for the plaintiff, cited sections 458 to 467 of the new code, which provide for parties prosecuting and defending as poor persons, and argued that these humane provisions of the new law are now extended to cases like the one in suit, where a poor person is required to prosecute for her right to property unjustly withheld from her. J. C. Julius Langbein, who appeared as counsel for the defendant, cited the opinion of Judge Donohue in this case, reported in 54 Howard's Practice Reports, page 24; of Thaule vs. Frost, reported in 1 Abbott's New Cases, page 298, and of Haswell vs. Wilson, 3 Abbott's New Cases, page 50, in which it was held that the non-payment of former costs awarded against the plaintiff, ipso facto, stays all her proceedings. Mr. Langbein further argued that the sections of the new code relating to poor persons did not apply to this case; that no provision was made by these sections to enable a party against whom costs are already awarded to enable her to avoid the payment of these costs or to proceed in her action without paying the same. He argued that the new law did not prevent a poor person from prosecuting his action by reason of his being liable for the costs of a former action brought by him against the same defendant, and therefore no provision was made by the new law differing in any manner from the Revised Statutes for the non-payment of costs in the action, in the present action, but in a former action. Judge Brady, in denying the motion, with costs, says:—"I think the provisions of the Revised Statutes do not exempt the party from the payment of costs which accrue prior to leave granted to prosecute in forma pauperis. If the party proceed without obtaining such leave the subsequent application does not relate back. The proceeding by appeal is not a cause of action within these provisions, and is not embraced in the liberty contemplated. The preliminary objection is therefore sustained."

CONFLICTING INTERESTS.

The General Term of the Court of Common Pleas has just rendered a decision in the case of Lucy Hooley and another against Abraham Giere and another, affirming an order directing the payment of a judgment obtained by Charles E. Vail out of the proceeds of a sale by the receiver of Giere's firm. Giere, it seems, was a member of the firm of Abraham Hooley & Co., organized in 1859. Hooley died in 1873, and the surviving partners continued the business until January 1, 1874, when a new firm of Abraham Giere & Co. was formed, composed of the surviving partners and Samuel G. Cutts. The last firm was dissolved January 1, 1877, and Giere continued as the representative of the firm in liquidation, the other members remaining with him upon a stipulated compensation. One of the partners, Mackenzie, applied February 3, 1877, to Vail, stating that Giere & Co. had dissolved, and that Giere would want a few goods to sort up his stock. Vail furnished the goods, charging them to Giere & Co. As he had had previous dealings with that firm no new account was opened for the goods thus purchased, but Vail was advised of the dissolution and that the purchase was for Giere alone. The goods were put in the general stock by Giere and the proceeds went into the general assets. Vail sued Giere and attached the stock of goods and office fixtures and recovered judgment, and levy was made on the property in question on March 10, 1877. On the 14th of March following Eugene T. Lynch was appointed receiver pendente lite of the trust estate of Abraham Hooley, deceased, which had been used by the firm of Abraham Giere & Co. in the copartnership business. The Sheriff demanded the property levied upon by virtue of the execution, and the receiver also demanded it as part of the trust estate. It was finally agreed that the receiver should sell the goods and retain the proceeds subject to the Sheriff's claim. Judge Larremore, who writes the opinion of the Court, holds that the goods were sold to Giere after the dissolution of the partnership, and that the levy under the execution gave the Sheriff a valid and subsisting lien which he could have enforced by sale. The proceeds in the receiver's hands represent the goods levied upon by the Sheriff as the individual property of Giere, and was not a part of the assets of the firm of which Lynch was appointed receiver. So far as this transaction is concerned there are no equities disclosed as between the plaintiff and Lynch, who was not a party to it, which should prejudice his right to collect the claim in dispute. He, therefore affirms the order.

LESSON FOR STEAMBOAT OWNERS.

Among the decisions just rendered by the General Term of the Court of Common Pleas was a case affecting the liability of owners of steamboats for a passenger's baggage when the passenger does not accompany it. The plaintiff in the case—Miss Flaherty—purchased a ticket on the steamboat Colt, running between this city and Sag Harbor, and sent her baggage by an expressman, who delivered it on the boat. Miss Flaherty missed the boat and her baggage went on without her. The next day she started by the Long Island Railroad for Sag Harbor in hot pursuit. She arrived there after the boat had reached Sag Harbor and her baggage could not be found. A verdict was rendered in her favor, and the steamboat owners appealed and the appeal was recently argued, Messrs. Roe and Macklin appearing for the plaintiff and Mr. Butler for the defendant. The judgment was affirmed, Chief Justice Daly writing the opinion and the other judges concurring. He says that if the baggage was delivered on board of the boat the defendant was answerable for a failure to deliver it in the absence of evidence repelling the presumption of a loss through his negligence; and after showing that the evidence established the fact of a delivery on board of the vessel says:—"Although the plaintiff did not go on the steamer that day, as she did not reach the pier until after the boat had left, and even admitting that she had not purchased a ticket, the defendant assumed in respect to a trunk so left the responsibility of common carriers." He holds further, that if plaintiff had neither gone on board nor purchased a ticket they were not bound to deliver it until the charge for its transportation had been paid. He says that this is too plain for comment, and affords no support for the claim that the defendant's obligation in respect to the trunk was simply that of gratuitous bailees. An application was made by the defendant for leave to appeal to the Court of Appeals, which was denied.

AN EMBARGOED CUBAN ESTATE.

Silas M. Stillwell has brought a suit against Ramon Martinez Hermandez to recover some $60,000 for professional services alleged to have been performed for the defendant in removing the embargo put upon defendant's property in Cuba, on account of his alleged participation in the rebellion. The complaint sets forth that certain representations were made by the defendant to the effect that certain property owned by him in the city of Matanzas, Cuba, would produce a certain rental value and profit; that the Spanish government had embargoed the same, and he was desirous of having it released. Then follow the averment as to the alleged special compensation to the plaintiff for his services in this regard, and the demand and refusal of payment of a specific sum of which the agreement furnished the basis of computation. The defendant applied to the Court for a bill of particulars of the plaintiff's claim, which was denied, whereupon an appeal was taken. The General Term of the Court of Common Pleas, Judge Larremore writing the opinion, has just rendered a decision affirming the order denying the bill of particulars. Judge Larremore in concluding his opinion says that "the only purpose served by such a bill of particulars in such a case would be a disclosure of the evidence of the alleged facts, which is not allowable in a pleading. The plaintiff's contract, as alleged, is express and entire and must be proved as laid or the action fails. If he prove performance he is entitled to the compensation as fixed; no more, no less. Without such proof no recovery can be had for any amount. The order is discretionary and should be affirmed."

HUSBAND AND WIFE.

Twelve years ago Libbie Scott, daughter of John Scott, was married to James W. Brett. In 1868, Mr. Brett purchased of Mr. Brewster some lots in Flushing, and placed the deed in his wife's name. He then commenced to build a house on the lots, and becoming embarrassed procured loans by way of mortgage, and in 1871 mortgaged the property to the Mutual Life Insurance Company for $10,000 and to Aroline C. Hall for $600. Mrs. Brett signed the bonds and mortgages with him, but neither in the bonds nor mortgages did she charge her separate estate, as she then had none to charge. The property was sold under foreclosure and a deficiency judgment of $5,000 docketed against Mrs. Brett. Alleging collusion between her husband and the plaintiff in the foreclosure, she desired to have her husband examined so as to use his deposition on a motion to set aside the judgment against her. An order was made that the husband appear at Supreme Court, Chambers, and be examined on the return of the order. The husband and his counsel were present and made various objections to the order, which were overruled by Judge Lawrence and the husband ordered to be sworn and examined. His counsel then said that he would advise his client to decline to be sworn. Judge Lawrence said that he would enforce his order by attachment and commitment, whereupon an adjournment was asked and granted. Mr. Henry H. Morange appeared for Mrs. Brett and Messrs. Fallon and Brown for Mr. Brett.

COLLECTIONS ABROAD.

About six years ago John Hoopstadt gave to Claus H. Blohm a power of attorney to go to Germany and make collections for him. Blohm collected about $1,500, which, it is claimed, he never turned over to his principal, and the latter having died intestate the Public Administrator (Mr. Algernon S. Sullivan) brought a suit against Blohm to recover the amount for the estate of the deceased. A judgment was taken against the defendant by default and an execution issued against his body, by virtue of which he is detained in Ludlow Street Jail. Mr. Herman Stiefel, counsel for the prisoner, yesterday applied to Judge Sheridan, in Marine Court, Chambers, for an order to show cause why his client should not be released from imprisonment, and why the judgment should not be opened and defendant allowed to come in and defend, he asserting that he has a good defence to the action. The grounds of the application are that the judgment roll contains no notice of trial; that the execution under which he is held is not attested in the name of any Justice, and it recites the judgment on which it is issued to have been entered on the 20th of September, 1877, whereas it was entered on the 24th of that month. The Court granted the order asked for, making it returnable to-day.

PONY PHAETONS FOR THE PARK.

A rather singular suit came to trial yesterday before Judge Lawrence, in Supreme Court, Circuit. The plaintiff in the suit is Chester Griswold, treasurer of the Pneumatic Steam Association, and the defendants A. T. Demarest & Co., the carriage dealers on Broadway. It is charged in the complaint that Zobeth L. Durfee, former treasurer of the association, on the 6th of April, 1876, ordered some carriages of the defendant and gave in part payment a check for $2,000, signed by himself as treasurer of the association. The money was paid on the check, and it is now sought to compel its repayment on the ground that at the time of making this contract Durfee was insane, he having directly afterward been adjudged a lunatic in proceedings de lunatico inquirendo in the Supreme Court and a committee on his estate and person appointed, he meantime being placed in the Butler Asylum, Providence, R. I., where he is at present confined. Mr. Demarest states in his answer that on the day mentioned Durfee came to his place of business, presented his business card and stated that he wished to negotiate for the purchase of twenty-five pony phaetons to run in the Park. He says that Mr. Durfee struck him as perfectly sane and as driving a very close bargain. It was finally arranged that he should pay $2,000 cash and the balance on the completion of the phaetons, some of which were to be delivered at the end of ten days and the balance a week later. Mr. Durfee was to come after the phaetons, but failed to do so. He says he had the order filled, and instead of being compelled to refund the $2,000 insists that he has been damaged $1,000 in the transaction. The trial will probably occupy two or three days. Messrs. Brinsmad & Holbrook appear for plaintiff and Messrs. C. & N. D. Lawton for the defendant.

FIRE DEPARTMENT CLERKS.

The decision of Judge Brady as rendered at the General Term of the Supreme Court in favor of the clerks dismissed from the Fire Department has been affirmed by the Court of Appeals, and was among the judgments handed down in that Court yesterday, having been argued by Mr. Roswell D. Hatch for the clerks and Mr. D. J. Dean for the Commissioners of the Fire Department. The matter is of some moment to a large class of employés in the various departments, who, before this decision, held their office on the very slight tenure of the Commissioners' whims or partisan caprice. It gives a permanency to a regular clerkship, and decides that they cannot be removed except for some marked dereliction of duty.

THE PRAY PIRACY.

United States Commissioner Betts yesterday rendered his decision in the case of William May, the mate of the scuttled schooner E. H. Pray. The District Attorney having abandoned the original charge, that of piracy, the question of probable guilt of removing the cargo was the only one under consideration. On this the Commissioner decided the evidence sufficient to warrant his being held, and the prisoner was remanded to await the action of the Grand Jury.

SUMMARY OF LAW CASES.

On the 11th of August, 1873, two boatmen, named Thomas Hayes and Edward Driscoll, were sailing in a Whitehall boat in the East River, and while in mid stream the tugboat Spray, belonging to Messrs. Hooker & Egerton, ran into the boat, throwing them into the river and smashing the boat. The boatmen brought suit against the owners of the tugboat to recover the value of their boat. The case was tried yesterday in the Supreme Court, before Judge Van Brunt and a jury. The plaintiffs, through their counsel, Mitchel Laird and Alfred Steckler, contended that the tugboat was clearly at fault, and that the boatmen should recover. The jury rendered a verdict in favor of the boatmen. The defendants were represented by Messrs. Beebe, Wilcox & Hobbs.

On New Year's day, 1877, Mr. William B. Aiken's carriage was being driven on Fifth avenue, as was also the hack of Michael Norton. The two came in collision, the result of which was irreparable injuries to one of Mr. Aiken's horses and reparable injuries to Mr. Norton's hack. The latter, through his counsel, Colonel George H. Hart, brought suit in the Marine Court to recover the amount of damages sustained by his hack, and Mr. Aiken, through his counsel, Messrs. Wood & Springer, pleaded an offset of $1,000 for his dead horse. The claim of plaintiff on the trial, which took place before Chief Justice Alker and a jury, yesterday, was that defendant was alone to blame for the collision, while on the part of the defendant it was insisted that his horses having become unmanageable, the collision was unavoidable so far as he was concerned, and that it was due to the carelessness of the plaintiff. After hearing much conflicting testimony on these points the jury came to the conclusion to reject the defendant's claim, and gave plaintiff a verdict for the cost of repairing his vehicle and compensation for the loss of its services while being repaired, amounting to $47 altogether.

Cornelius P. Bunner has brought suit against the New York Mutual Gaslight Company for $10,000, which he claims to be due him on account of sixty shares of the stock of the company to which he says he was entitled, in addition to 200 shares given him for services and money and material furnished to the company. The company, through Mr. Charles Place, its treasurer, puts in a general denial. The trial of the suit was begun yesterday before Judge Van Brunt, holding Supreme Court, Circuit. Messrs. Charles Mathews and Dickerson & Brannan appear for the plaintiff and Messrs. Marsh & Wallis for the defendant.

DECISIONS.

SUPREME COURT—CHAMBERS.

By Judge Donohue.

Crook vs. Flanagan; Hunt vs. Campbell; Genet vs. President of Delaware and Hudson Canal Company; Burchell vs. Bigler.—Granted.

Brisbane vs. Travers; Westerman vs. Elliott.—Orders granted.

By Judge Lawrence.

Importers and Traders' National Bank vs. McDonnell.—Order granted.

Lyon vs. Mucker.—I am of the opinion that the conclusion reached by the learned referee as to the amount to be allowed to the receiver is fair and just. (Jardner vs. Tyler, 4 Abb., N. Y., 463-468.) The report is therefore confirmed.

SUPREME COURT—CIRCUIT—PART 1.

By Judge Lawrence.

Henlein vs. Powen.—So far as this motion for a new trial is based upon the exceptions taken to the admission or rejection of evidence it is denied, on the ground that a motion on the minutes has already been denied, and also because an appeal has been taken, and on such appeal the alleged errors can be corrected. So far as it is based upon the ground of surprise or newly discovered evidence the well established rule is that a new trial will not be granted where the alleged newly discovered evidence is material only to impeach or contradict witnesses sworn on the former trial. (Fleury vs. Hollenbeck, 7 Hart., 271; Gautier vs. Douglass Manufacturing Company, 52 How., 332.) The defendant does not make out a case of surprise, and the plaintiff's answering affidavits contradict those of the defendants. Motion denied, with costs.

SUPREME COURT—SPECIAL TERM.

By Judge Lawrence.

Sloane vs. Waring and others.—Order settled and signed.

By Judge Van Vorst.

McStavo vs. Kearney and others; The Millville Mutual Marine and Fire Insurance Company vs. De Wolf et al.—Orders granted.

SUPERIOR COURT—SPECIAL TERM.

By Judge Sanford.

Fry vs. Bontecou.—The defendant Wightman having consented to judgment in favor of plaintiff for the relief demanded, there are no issues to be tried and no findings are necessary or proper; an order may be made referring it to S. M. Morehouse to compute the amount due, and upon the coming issue of his report judgment of foreclosure and sale will be rendered.

Martin vs. Murphy et al.—Order of reference to Sturgis M. Morehouse.

Conover et al. vs. Conover et al.—Order settled.

Kilian vs. Schott.—Order granted and undertakings approved.

COMMON PLEAS—SPECIAL TERM.

By Judge J. F. Daly.

The People ex rel. Morris, &c., vs. Randall.—Order resettled.

GENERAL SESSIONS—PART 1.

Before Judge Gildersleeve.

A SENSATION SPOILED.

In anticipation of the trial of Christian Ohlandt, proprietor of the liquor saloon at No. 68 Cortlandt street, who, it will be remembered, attempted to commit an assault upon Mrs. Addie M. Oakman, the Boston actress, on the 30th of January last, the details of which have already appeared, the court was crowded yesterday morning, as it is upon all such similar cases, when curiosity seekers await with greedy expectation what they consider racy revelations. Happily the Court was spared the disagreeable duty of trying the merits of the case, thereby disappointing scores who had obtained comfortable seats for the purpose of enjoying the investigation. Although the complainant did not appear in court she was near by in an adjoining chamber ready to be summoned to give her testimony. When the name of the prisoner was called by Assistant District Attorney Bell there was a ripple of excitement in court, and presently the swarthy, muscular, forbidding looking German liquor man emerged from the rear and stood at the bar. Colonel Spencer, his counsel, said he had advised his client to plead guilty to the charge of assault and battery and throw himself upon the mercy of the Court, and as the accusation was merely that of an attempt, which was made under a misapprehension, he hoped the Court would extend all possible leniency. Assistant District Attorney Bell said he believed the accused had hitherto borne a good character, that he had been brought into contact with the complainant under peculiar circumstances and that in view of all the facts submitted he thought it was a case in which the leniency of the Court might be exercised. Judge Gildersleeve in passing sentence said that there was no doubt that the prisoner was guilty of a grave offence, yet the circumstances were such as warranted the Court in imposing a light penalty. He would therefore sentence the prisoner for the term of eighteen months in the State Prison. This sentence was subsequently reduced to one year, the prisoner being seemingly overjoyed at the mitigated punishment in store for him. Had he stood his trial and been convicted he might have been sentenced to ten years imprisonment.

LOVE AND LARCENY.

The foregoing dark cloud having floated from the atmosphere of the Court the judicial sky brightened up with the trial of James Dixon for grand larceny, and the developments therein provoked to an unusual extent the risibilities of the assembled throng. Dixon was a young Englishman, with amorous proclivities which, however, were circumscribed while he was engaged as a janitor in a Wall street building. A sedentary life was unsuited to the gay Lothario, and, leaving his midnight rounds, he jumped into the busy world as an attaché of a Cedar street restaurant. Here he fell a victim to the fat smiles of the oleaginous cook, a buxom widow of the proverbial fairness, age and rotundity. Indeed, so thoroughly smitten did the gallant Dixon become that he proposed a union with Mrs. Margaret Gifford, for such was her name. Like a sensible daughter she consulted her mother upon the situation, and with keen instinct the venerable dame discovered that the ardent lover had a better half and a child in England. Here was a hitch, but not in the mutual admiration of the pair, and their course of love ran smoothly until the proprietor of the restaurant, satisfied that romance and cookery could not harmonize so as to gratify his customers, allowed the pair to roam elsewhere in pursuit of that calm enjoyment which is rarely to be found behind a saucepan. So Mrs. Gifford took it into her head to run a boarding house in New Jersey, and among her guests Mr. Dixon was one of the most honored. In an evil hour the hero of the story saw his beloved deposit $65 in a trunk, and when the kind woman was wrapped in the arms of Morpheus he made off with the filthy lucre. All traces of the betrayer were lost for some time until Mrs. Gifford received a letter from Mr. Dixon begging her to meet him at the Chambers street ferry merely to see her whom he loved for the last time prior to making a fatal plunge into the dark waters that lashed the ferryhouse. He was bound to die, he said, yet took the wise precaution to request her not to bring a policeman with her lest he might interrupt the melancholy grandeur of the parting scene. But Mrs. Gifford thought otherwise, for, accompanied by Officer Garrison, she met Mr. Dixon at the trysting place and ushered him into the arms of her attendant, who took him to headquarters, where on being searched the sum of seventy-five cents was found upon his manly person. The only request he asked was for the loan of a pistol to blow his brains out, but this luxury was reluctantly denied him. At the trial yesterday Mrs. Gifford, in response to Assistant District Attorney Lyon, who conducted the prosecution, detailed the foregoing facts with a bitterness of expression not unlike the hissing sound of an overdone broiled beefsteak. She certainly "cooked his goose," as one of the counsel observed, for the jury promptly found Dixon guilty, and Judge Gildersleeve sent him to the State Prison for the term of three years. But the hardest blow was yet in store for him, for among the audience was his veritable wife, who loudly dissented from the penalty imposed, giving it as her opinion that thirty years' imprisonment would be far too little for such a monster.

MUTILATING BOOKS.

Antonio de l'Argeand was detected in the act of mutilating at the Astor Library a copy of the *Revue des Deux Mondes*, from which he cut out several pages. He was arraigned for trial yesterday by Assistant District Attorney Lyon, who, however, called the attention of the Court to the fact that the accused was ignorant of the regulations of the library as well as of the statute upon the subject, and suggested that, in view of the circumstances, justice would be satisfied if a fine only were imposed. Judge Gildersleeve fined the accused $10.

GENERAL SESSIONS—PART 2.

Before Recorder Hackett.

CAUGHT BY A COUNTERFEIT.

On the evening of New Year's Day Justice Bootleman, who keeps a liquor store at No. 797 Second avenue, and his barkeeper, went forth to make calls, locking up his premises securely and requesting one Farrell Reilly, a laborer, who was loitering in the vicinity, to take an occasional glance at the place to see that everything was secure. On their return at midnight they found the rear window of the store open and the till rifled of its contents, in all about $40 in silver. Among the stolen money were a few counterfeit pieces, which were familiar to Bootleman and his barkeeper. Next evening Reilly put in an appearance, and asked for some drinks, which were refused on account of his alleged inability to pay for them. The complainant, however, heard the rattling of silver pieces in Reilly's pocket, and had him arrested. A search by the officer revealed that he had on his person between $6 and $7, and the counterfeit coins that had been taken from the till. He was arraigned for trial yesterday by Assistant District Attorney Russell. The coins, which had been marked, and which were found in his pocket, were fully identified, and failing to give a satisfactory account of them, he was found guilty. Recorder Hackett sent him to the State Prison for one year.

THE BENEFIT OF A DOUBT.

James Reilly was charged with burglary. On the night of the 22d of January the liquor store of John C. Clifford, No. 1,430 Third avenue, was broken into and the proprietor's watch and $25 were carried off. It appeared that the complainant, on retiring in a state of intoxication, was awakened by seeing Reilly in his room. The former, knowing him, invited him to drink and finally to remain in the house for the night. In the morning his guest and property had disappeared. Clifford's barkeeper testified that he locked up the house before going home, leaving only the proprietor behind. The prisoner, in reply to his counsel (Mr. Edmund E. Price), said that he had been drinking with Clifford all the evening, that he called at the liquor store after midnight and was admitted through a window and subsequently made his exit in that way, as Clifford was unable to find the keys to let him out. Clifford's memory being very much befogged upon the subject the jury gave the prisoner the benefit of the doubt and acquitted him.

COURT CALENDARS—THIS DAY.

SUPREME COURT—CHAMBERS—Held by Judge Donohue.—Nos. 47, 73, 76, 92, 96, 99, 100, 112, 116, 118, 121, 122, 144, 148, 157, 170, 173, 174, 176, 184, 185, 197, 198, 200, 205, 211, 213, 220, 224, 225, 228, 237, 248, 249, 250.

SUPREME COURT—SPECIAL TERM—Held by Judge Van Vorst.—Nos. 85, 96, 145, 191, 54, 70, 122, 123, 23, 125, 128, 142, 74, 81, 26, 100, 153, 154, 64, 157, 159, 160, 162, 163, 65, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179.

SUPREME COURT—GENERAL TERM.—Adjourned until February 13, 1878.

SUPREME COURT—CIRCUIT—Part 1.—Adjourned until next Monday. Part 2—Held by Judge Lawrence.—Nos. 852, 1270, 1285, 984, 2057, 1409, 1228, 2672, 1261, 1369, 2901, 1367, 2987, 1286½, 1414, 1417, 1432, 1433, 38, 2304, 1379, 1381, 1389, 1390, 1391. Part 3—Held by Judge Van Brunt.—Nos. 934, 598, 368, 1374, 1373½, 2503, 384, 1304, 1094, 512, 1017, 2981, 2982, 2983, 15, 16, 17, 18, 463, 1162, 1103, 375, 1361, 1220.

SUPERIOR COURT—GENERAL TERM.—Adjourned sine die.

SUPERIOR COURT—SPECIAL TERM.—Held by Judge Sanford.—Nos. 39, 40, 41, 42, 56.

SUPERIOR COURT—TRIAL TERM—Part 1—Held by Judge Speir.—Nos. 354, 367, 290½, 719, 678, 471, 765, 599, 697, 442, 365, 268, 517, 371, 157, 103, 482. Part 2—Held by Judge Freedman.—Nos. 457, 532, 787, 1065, 633, 796, 545, 716, 627, 335, 750, 809, 810, 811, 812. Part 3—Held by Chief Justice Curtis.—Case on—No. 281. No day calendar.

COMMON PLEAS—GENERAL TERM.—Adjourned for the term.

COMMON PLEAS—EQUITY TERM—and COMMON PLEAS—TRIAL TERM—Parts 1 and 2.—Adjourned until next Monday.

MARINE COURT—TRIAL TERM—Part 1—Held by Judge Goepp.—Nos. 2920, 4029, 3241, 2807, 3230, 1157, 3050, 2833, 3037, 3114, 3182, 3271, 3272, 3273, 3285. Part 2—Held by Chief Justice Alker—Nos. 3333, 3336, 3062, 2939, 3148, 3143, 2598, 3249, 3312, 3321, 8635, 2221, 2790, 2942, 3246, 3320. Part 3—Held by Judge Sinnot—Nos. 2593, 2712, 2632, 3210, 1420, 2951, 3216, 2845, 2645, 2772, 3250, 1601, 1138, 2022, 2023.

COURT OF GENERAL SESSIONS—Part 1—Held by Judge Gildersleeve.—The People vs. William Zimmerman and Cornelius Donovan, burglary; Same vs. Charles Bradley, burglary; Same vs. Edward Nixon, burglary; Same vs. Ferdinand Fetterer, burglary; Same vs. Robert Weingarten, grand larceny; Same vs. Moritz Weitz, grand larceny; Same vs. Edward Rumps, grand larceny; Same vs. Thomas Garven, Reuben Roberts and George Lord, grand larceny; Same vs. John Rabinean, grand larceny; Same vs. Mary Anderson, grand larceny; Same vs. John Corcoran, larceny from the person; Same vs. Henry Smith, larceny from the person; Same vs. Ellen Bruddo, disorderly house. Part 2—Held by Recorder Hackett.—The People vs. David Houlihan, robbery; Same vs. Zacharie P. Hudson, felonious assault and battery; Same vs. Lewis Millen, felonious assault and battery; Same vs. Joseph Smith, felonious assault and battery; Same vs. David Starling, grand larceny; Same vs. John M. Herbert, grand larceny; Same vs. James Hanly and Edward Luby, larceny from the person; Same vs. William Curtes, larceny from the person; Same vs. Frederick Vanderpoel, forgery.

A DESERTED WIFE'S SUIT.

Judge Gilbert, Supreme Court, Kings county, yesterday granted an application of counsel for the publication of an order in the matter of the suit brought by Theresa Davidson for absolute divorce against Albert Davidson, her husband. The parties, who formerly resided on Columbia street, Brooklyn, were married about a year ago. The defendant was a cigarmaker by trade. Three months after their marriage Albert disappeared, taking with him the plaintiff's money and a young woman named Zolinsky. He is supposed to be in Germany.

MRS. MERRIGAN'S CASE.

MOTION FOR A NOLLE PROSEQUI IN THE BROOKLYN OYER AND TERMINER.

Mr. Jere Wernberg, Assistant District Attorney, appeared before Judge Pratt in the Kings County Oyer and Terminer yesterday morning and moved that a nolle prosequi be entered in the case of The People against Mrs. Sarah C. Merrigan, indicted for the murder of her friend Miss Maggie Hammil, of New York, at No. 199 Ninth street, Brooklyn, E. D., on the 2d of September, 1873. The history of the case may be remembered. The accused and the deceased were inmates of the Convent of Our Lady of Charity at the foot of East Ninetieth street, New York, but left there before being admitted to full membership in the Order. Mrs. Merrigan got married soon afterward and Miss Hammil visited her frequently. They went together to hear fortune tellers, and were engaged on the day of Miss Hammil's death at Mrs. Merrigan's house in telling one another's fortune. Two days after this a fire was discovered in the house and when it was extinguished Miss Hammil's body was found partially burned under a bed, with a rope or clothesline about the neck. Mrs. Merrigan and her husband were both indicted for murder and arson. General Tracy and Patrick Keady defended Mrs. Merrigan, who was tried twice, the jury disagreeing on both occasions. No adequate motive had ever been shown for the murder, and Mrs. Merrigan's counsel always contended that the proof in the case, so far as it tended to implicate any one, pointed to other parties. The case was moved for trial several times, but was postponed either on the ground of sickness of the prisoner or the absence of important witnesses. The defence was of a twofold nature. First, it was alleged that the death of Miss Hammil was accidental, the rope having been placed around her neck during the fortune telling operation already alluded to; that the end became entangled on the knob of the door against which Miss Hammil was leaning while standing on a chair, and that she fell during the temporary absence of Mrs. Merrigan, in answer to a call from Mrs. Knowles, residing next door. This theory was corroborated by Mrs. Knowles, who was called as a witness for the prosecution, and by Mme. Rosa, a fortune teller, at the corner of Canal and Hudson streets, New York. The concealment of the body was accounted for by the defendant's counsel on the ground that through terror and fright Mrs. Merrigan became absolutely insane. It was shown as a second defence that the prisoner was really subject to fits of insanity, and the records of the Sixth precinct police station were put in evidence to show that she had been found suffering from epileptic fits in the street. The "case book" at Flatbush Lunatic Asylum shows that her uncle had been in that institution as a lunatic, and several witnesses testified to the insanity of her relatives, three of whom were in a lunatic asylum in Ireland. The case was first tried by District Attorney John Winslow, and then by Assistant District Attorney Moore. General Tracy and Patrick Keady defended the prisoner from the first, Judge Tappan presiding at the first and Judge Pratt at the second trial. Ex-District Attorney Britton, who was in court, stated that he had intended to make a motion for a nolle prosequi before he retired from office, but overlooked it. Judge Pratt said he would look into the case, and reserved his decision. Mrs. Merrigan was in court and looked neat and clean in her dress, but otherwise sickly and careworn.

THE LATE JUDGE A. S. JOHNSTON.

Tributes of respect were paid to the memory of the late Judge Alexander S. Johnston, yesterday, in several of the courts. At Albany, in the Court of Appeals, a memorandum was read by the Chief Judge, which set forth that they had learned with deep regret of his death. In 1852 he became a judge of the Court of Appeals, and was on the bench with those eminent jurists Ruggles, Gardiner and Jewett, and served the full term of eight years. In 1875 he was appointed United States Circuit Judge, and held that office until his death. The memorandum was signed by S. E. Church, Charles J. Folger, Charles Andrews, Theodore Miller, H. F. Allen, Charles A. Rapallo and Robert Earl, and concluded as follows:—"While we feel his death as a personal loss, to the public the death of such a man in the maturity of his powers, prematurely terminating an honorable and useful career, is a misfortune."

In the United States Circuit Court, in this city, a large number of judges and leading lawyers assembled to add their respect to the memory of the deceased. Judge Blatchford presided. William Allen Butler offered resolutions highly eulogistic, which were seconded by Judge Comstock, an acquaintance of twenty-five years. Addresses were also made by E. C. Benedict, Luther R. Marsh, E. S. Van Winkle and Calvin G. Childs.

The members of the Bar of Kings county also added their tribute of respect to the deceased Judge. The meeting was held in the United States Court room, the court adjourning until this morning and the jury being discharged for that time. Judge Benedict presided, and eulogistic speeches were made by several distinguished lawyers.

It is believed in legal and administration circles that Judge Samuel Blatchford, of the United States District Court, will accept the position of United States Circuit Judge made vacant by the lamented decease of Mr. Johnson. The position was tendered to him on the death of the late Judge Woodruff, but declined for personal reasons. Under the new probable organization of federal courts the vacant office would become strengthened should Judge Blatchford become presiding justice of the new proposed General Term for United States judges sitting in banco. For the vacant District Judgeship it is believed an appointment would be made from among the following lawyers:—Messrs. Charles M. DaCosta, James Thomson, of Foster & Thomson; Stephen P. Nash, William Allen Butler (who, from motives of delicacy, declined the appointment of Circuit Judge when previously tendered him) and Henry L. Burnett (law partner of Minister Stoughton).

MORTGAGE ON A CONVENT.

Judge Pratt, of the Kings county Supreme Court, granted an application yesterday, made on behalf of the managers of the Academy of the Visitation, Villa de Sales, located near Bath, L. I., to mortgage the property for $15,000.

POLICE COURT FINES.

The following return of fines from the different police courts for the month of January is made by Mr. George W. Cregier, Clerk of the Board of Police Justices:—Tombs, $701 50; Jefferson Market, $681; Essex Market, $610; Fifty-seventh Street, $344 50; Harlem, $115; Fordham, $30; total, $2,485.

JURORS' FINES.

IMPORTANT MEETING OF OFFICIALS IN RELATION TO THE DUTIES OF CITIZENS AND RIGHTS OF OFFICERS.

The Board for the Enforcement of Jurors' Fines met yesterday afternoon in Commissioner Dunlap's office, County Court Buildings. The members present were Chief Justice Noah Davis, Supreme Court, in the chair; Chief Justice W. E. Curtis, Superior Court; Chief Justice Joseph Alker, Marine Court; Judge H. A. Gildersleeve, Court of Sessions, secretary, and Thomas Dunlap, Commissioner of Jurors.

Chief Justice Curtis said that the annual report and monthly statement of jury returns had been read and the names checked off. These papers covered a period from January 1, 1877, to January 2, 1878, inclusive. It was ascertained that in many of the papers the affidavits of returns of service were not sufficiently full or satisfactory. This report, so far as it went, was adopted, and the list of names certified to by the Board.

DELINQUENT JURORS.

With regard to the documents covering the cases of delinquent jurors, it would be necessary to go into 3,000 papers which must come before the Board, touching persons upon whom fines had been imposed. Chief Justice Curtis cited the statutory law as laid down by the new code of practice, wherein it is provided that the Commissioner of Jurors possesses coordinate jurisdiction with this Board in matters affecting the jury service.

It appeared that half of the people whose names appeared on the delinquent list state that they have never been personally served; and Chief Justice Curtis wanted to know how it was that when the Sheriff personally served 100 jurors one-half of them could come forward to swear that they had not been so served.

Mr. Alfred J. Keegan, Deputy Commissioner, upon being sworn, testified that the papers and affidavits in the printed forms were generally made out by him or under his directions; he had two assistants, and sometimes Mr. Jarvis made out these orders; he was able to state that the papers now before the Board embraced all the fines which had been submitted since May last up to the month of October inclusive; but the fines corresponding in the month of November had not yet been passed upon. No fines had been remitted, excepting in cases where personal service had not been made, or where the juror was sick and produced a regular medical certificate to that effect, and in such instances affidavits were so put in.

Chief Justice Davis suggested the propriety of having a complete file of papers ready for the action of the Board at their next meeting, so that these could be approved, and that incomplete documents might be set apart until they were ready for submission. A resolution to this effect was adopted.

Chief Justice Davis thought it quite advisable that no irregularities should come up in future.

A STARTLING ADMISSION.

Chief Justice Curtis desired to be informed as to what portion of the 3,000 names on the list of fines represents persons who came in and swore, in contradiction to the Sheriff's returns, that they had not been personally served. In reply to this Mr. Keegan stated that such names would represent about one-half of the entire list.

Chief Justice Curtis said:—Then this implies a matter of $74,000 to the city.

Mr. Hardenburg appeared before the Board as counsel for the alleged delinquent juror Julius Khrisch, of No. 6 Rivington street. The Board consented to hear the case and Khrisch was sworn. He said that he was served with a juror's citation in November last, but because of that time being his busy season he found it impossible to leave his business. He did not know the officer who served him, but could tell him at sight; he was shown the notice, but the officer took it away with him again; heard nothing of the matter afterward until he was served with a paper by which it appeared that he was charged with a delinquency; he gave the officer a drink, but nothing more (broad smiles by some of the Board); he (the officer) said he would call again to serve another paper.

THE POWER OF OFFICERS.

Chief Justice Davis laid down the law that no officer has the power to take away again the notice issued to any juror, or to excuse such juror under any pretext whatever from service.

The Board, after considering the case, remitted the fine which Khrisch had incurred.

Upon motion the Commissioner of Jurors was appointed a committee of one to notify the Sheriff, and ascertain from him the name of the deputy who had served the papers on Khrisch. Commissioner Dunlap observed that there are many applications continually coming in from citizens who want to be excused from jury service, some of these applications being accompanied by checks to pay the usual fine.

Chief Justice Davis believed that in this way the city was often deprived of the services of some of its best jurymen.

After the secretary, Judge H. A. Gildersleeve, had been instructed to send a circular to the presiding judges of the different courts taking cognizance of city jury matters, informing them of what had been done and the time of next meeting, the Board adjourned until Monday, 25th inst., at three o'clock, in the same place.

THE INSURANCE LIBEL SUIT.

OPENING OF THE CASE OF GEORGE T. HOPE AGAINST STEPHEN ENGLISH.

The attention of the Supreme Court, Kings county, Judge Pratt presiding, was occupied yesterday in the trial of an action brought to recover damages in the amount of $25,000 against Stephen English, proprietor of the *Insurance Times*, of this city. The plaintiff in the case is George T. Hope, president of the Continental Fire Insurance Company, who accuses the defendant with having published several libellous articles reflecting on him in the paper above named.

Ex-District Attorney Winslow, who appeared for the prosecution, opened the case and claimed that the character of the articles in question was atrocious, and they would show that they had been published through malice. The plaintiff's life had been devoted to fire insurance interests, and his ambition was to show that it could be conducted on principles of honesty and integrity. The counsel wanted to know by what right the defendant had set himself up as the censor of the insurance companies, and added that he had come from Europe, where he had occupied the position of a policeman. The first of the alleged libels was published June 1, 1872, and was headed "The Salary of George T. Hope." Among other things, the editorials charged that the plaintiff was an incubus on the insurance company; that the company was struggling hard to regain its unimpaired solvency, and has not a dollar to spare on superfluities; that the plaintiff was a superfluity at $25,000 a year; that he was one of the most officious and self-important members of the insurance fraternity, and other uncomplimentary accusations were made.

The counsel for defendants, Messrs. Britton and Moses, moved to dismiss the case on the ground that the articles complained of were directed against the plaintiff, not as an individual, but as the president of a corporation, and that the criticisms were not libellous, and that if any party was injured it was the company. The Court overruled the motion to dismiss the complaint and ordered the trial to go on until the proper stage arose in the case when the matter could again be entertained, and in the meantime Judge Pratt said he would examine authorities pertinent to the subject.

The only witness examined was Mr. Hope, the plaintiff, whose testimony was a denial of the allegations made in the articles published in the defendant's paper. The trial will be resumed to-day.

BAKER'S BIGAMY.

Robert Baker, who was arrested on Thursday last, charged with bigamy, was before Judge Walsh, of Brooklyn, yesterday, for examination. Mrs. Baker No. 1, upon taking the stand, testified that she resided at Orange Junction, N. J., and was married to the accused by Father O'Kelly, some four months since, in St. Peter's Roman Catholic Church, Barclay street, this city. The witness produced the marriage certificate. Upon being cross-examined witness testified that she knew the accused by sight about four years, but was not introduced to him, she thought, until about two days previous to the marriage; witness said her maiden name was Catharine Kenny. Mrs. Baker No. 2, was then sworn, and testified that her maiden name was Margaret McMahon, and that she resided in Hicks street, Brooklyn; she was married to the accused on January 30, by Father Malone, at St. Peter's Roman Catholic Church, corner of Warren and Hicks streets. He represented to herself and Father Malone that he was a single man. Witness saw Baker for the first time six weeks ago last Sunday. She obtained a dispensation from Bishop Loughlin to marry the accused. Baker's counsel stated that he did not desire to put his client on the stand at this time, and, therefore, had no evidence to offer for the present. The accused was then fully committed to await the action of the Grand Jury.

A JEWELLER'S ILL LUCK.

Jewelry worth $95 was given to Max Stellman two years ago by Herman Mackonitz, a jeweller, of No. 144 Second avenue, on the promise of Stellman that it would be sold and the money soon returned. Stellman disappeared, and Mackonitz, who had got the goods himself only to sell them for the real owner, had to pay the last named the value of the missing goods. Nothing was heard of Stellman until Mackonitz met him a short time ago in the Bowery. "Hello!" shouted the jeweller to the long sought Stellman, "where have you been, and how about those goods you got from me?" Stellman was accompanied by a friend, and they quieted Mackonitz by telling him to come around to Stellman's house, in Broome street, where he would be paid. But when they arrived there Mackonitz was told he would be given a note for $50 payable in thirty days. "Give the money down," he said to Stellman, "and although I will be a heavy loser by the transaction, I shall call it all right." But ready money was not to be got. A quarrel ensued, and Mackonitz was struck several times. Stellman was held in $500 yesterday in the Essex Market Court, although he and his friend both asserted no blow had been struck by them, but that the assault had been made by Mackonitz.

REAL ESTATE.

Yesterday was a field day on the Exchange, and the attendance of bidders was very large. Property representing over $200,000 was sold, and in most instances it went as usual to plaintiffs. The transactions of the day are as follows:—

BY HUGH N. CAMP.

Elliott F. Shepard, referee, trustee's sale of the three story and basement brick dwelling house, with lot 28.4x132.11, No. 17 Waverley place, n. s., 86.10 ft. w. of Mercer st.; to Louis Durr	$18,100
Also foreclosure sale—William P. Dixon, referee—of two five story brown stone front houses, front, and two two story brick stables, rear, with two lots, each 20x125, Nos. 958 and 959 5th av., e. s., 42.2 ft. n. of 84th st., to plaintiff, $25,000 each	50,000
Also seven acres of land on Northern av., w. s. (Fort Washington property), excepting that portion taken by the Central Park Commissioners for a public road or drive, to plaintiff	20,000

BY LOUIS MESIER.

John J. Thomasson, referee—Foreclosure sale of the four story brick tenement house and store, with lots 18.9x98.9, No. 337 East 35th st., n. s., 206.3 ft. w. of 1st av.; to plaintiff	4,000

BY SCOTT AND MYERS.

Edward M. Burchard, referee—Foreclosure sale of two lots, together in size 46.3x100.11, on the n. s. of West 117th st., 174.1 ft. w. of 5th av.; also two lots, each 22x100, on the s. s. of West 118th st., 175 ft. w. of 5th av.; to Margaret P. Franzomillo	6,490

BY RICHARD V. HARNETT.

F. C. White, referee—Foreclosure sale of the six story brick factory building, with plot of land 126.10x25x102.5x102.4, Nos. 176, 178 and 180 Worth st., s. w. corner of Mulberry st.; to plaintiff	48,100
Also similar sale—Eugene L. Bushe referee—of the four story brick tenement house and store, front, and three story brick tenement house, rear, with lot, 25x98.9, No. 429 West 39th st., n. s., 375 ft. w. of 9th av.; to plaintiff	9,000

BY A. H. MULLER, SR.

Executor's sale of the following improved city real estate:—One two story brick house, front, and two story frame house, rear, with lot, 27.4x100, No. 67 Norfolk st., w. s., between Broome and Delancey sts	8,000
Also one three story brick house, with lot, 20x92, No. 337 East 18th st., n. s., 220 ft. w. of 1st av.	8,250
Also the three story and basement brown stone front house, with plot of land, 49.5x95, No. 271 Lexington av., s. e. corner of 36th st.; to A. F. Bunting	26,250
Also public auction sale of one five story brick tenement house, with lot, 25x98.9, No. 516 West 39th st., s. s., between 10th and 11th avs.; to John Mulvell	6,100
Also the three story and basement brown stone front house, with lot, 18.10x100.5, No. 118 West 53d st., s. s., 281.7 ft. w. of 6th av.; to A. Barron	13,741
Total sales for the day	$218,031

TRANSFERS.

State st., n. s., 17.6x121; Mary C. Warren and husband to P. Phoenix and others	$6,000
23d st., s. s., 223.6 ft. w. of 5th av., 28x98.9; same to same	17,500
13th st., n. s., 241.8 ft. e. of 8th av., 20.10x103.3; J. W. Wright to M. L. Kinnan	10,000
Vandam st. (No. 18); also 42d st., n. s., 425 ft. w. of 10th av., 25x100.5; Kate W. Van Benschoten and others to J. W. Wright	1,750
57th st., n. s., 145 ft. w. of av. A., 18x100.4; Union Dime Savings Bank to C. E. Rich	8,500
59th st., s. s., 450 ft. w. of 6th av., 25x100.5; A. R. Payle and wife to C. E. Appleby	13,500
13th st., n. s., 241 ft. e. of 8th av., 20.10x103.3; M. L. Kinnan and wife to J. W. Wright	10,900
Rivington st. (No. 230), also 34th st., East, Nos. 324, 326, 330; F. U. Johnston to M. A. Johnston	Nom.
Vandam st. (No. 18), also 42d st., n. s., 425 ft. w. of 10th av., 25x100.5; John Jones to J. W. Wright	Nom.
Delancey st., s. s., 25 ft. w. of Lewis st., 25x75; B. Gansberg and wife to John H. C. Huntze	20,750
Leggett av., n. e. corner of 146th st. (23d ward); A. C. Fransioli and wife to J. Fransioli	1,000
9th av., e. s., 50.2 ft. n. of 49th st., 20.6x100; C. Trenka to B. Schreyer	8,000
Water st. (No. 361); A. R. Duryee and wife to George W. Duryee	Nom.
Water st. (No. 361); George W. Duryee to Mary J. Duryee	Nom.
Frankfort st., corner Vandewater; H. Bonemann and wife to New York and Brooklyn Bridge Company	52,500
103d st., n. s., 310 ft. e. of 4th av., 65x100; W. F. Blake to W. H. Gebhard	Nom.
123d st., n. s., 225 ft. e. of 11th av., 25x100.10; F. Von Winterfield to A. Von der Heydt	2,500
Kingsbridge road (24th ward); Thomas Mead and wife to D. R. Shiel	Nom.
Kingsbridge road (24th ward); D. R. Shiel and wife to H. Mead	Nom.
Kingsbridge road (25th ward); H. Meade and husband to B. Earle	Nom.
64th st., s. s., 233.4 ft. w. of 3d av., 20.10x100.5; R. Ruddell and wife to S. R. Brooks	15,500
82d st., n. s., 275 ft. w. of 6th av., 31.9xirregular; John Van Iderstine to L. Lockwood	7,500
73d st., n. s., 425 ft. w. of 9th av., 75x100; A. R. Wilbeau (executor) to John Agate	4,975
Centre st., corner Boston road (24th ward); G. D. W. Clocke (referee) to R. Purdy	3,000
100th st., n. s., 120 ft. w. of 2d av., 20x100; C. C. Bigelow (referee) to Harlem Savings Bank	3,000
Tinton av., corner of Elm av. (23d ward); J. M. Smith (referee) to S. M. Purdy	3,000
80th st., n. s., 200.5 ft. w. of 3d av., 18.8x100; E. Sandford (referee) to W. A. Davis	7,750
113th st., n. s., 193 ft. w. of av. A., 25x100.10; F. H. Gray (referee) to Harlem Savings Bank	3,000

LEASE.

Bleecker st. (No. 13), 2 years; C. E. Stewart to R. Walters	$900

MORTGAGES.

Finn, Myer and wife, to William Man, Washington av. (23d ward); 1 year	$751
Finn, Hannah D. and husband, to A. P. Man, n. s. of Pine st., w. of Water st.; demand	2,500
Connor, Felix, to L. A. Lockwood, s. s. of 77th st., w. of 3d av	4,000
Comins, Jane and husband, to W. G. Ackerman, Williamsbridge road (24th ward); due	8,000
Clear, Edward, to Emigrant Industrial Savings Bank, Waverley place; 1 year	1,500
Candee, Julius A. and wife, to C. F. Truax, n. w. corner av. A. and 25th st.; 2 years	15,270
Bucharach, Henry, to C. Blum, w. s. of av. D, s. of 5th st.; 5 years	4,000
Kauth, Peter and wife, to C. M. Vehslage, Eldridge st.; 3 years	5,000
Meeken, Elizabeth and husband, to L. A. Mikels, n. s. of 114th st., e. of 2d av.; 2 years	2,500
Same to William A. Cauldwell, n. s. of 114th st., e. of 2d av.; demand	2,500
Maitland, Robert L. and wife, to E. S. Maitland, s. s. of William st. (No. 7); due	30,000
Rengshauser, Henry, to C. Allenbrand, s. s. of 5th st., e. of av. A; due	1,500
Schmidt, O. E. and wife, to A. Von der Heydt, n. s. of 123d st., e. of 11th av.; 4 years	2,000
Mayfield, Elizabeth and husband, to C. Blinn, s. s. of 52d st., w. of 6th av.; 2 years	800
Newcombe, Mary H. and husband, to Mutual Life Insurance Company, n. s. of 53d st., e. of Madison av.; 1 year	10,000
Rich, Charles E., to Union Dime Savings Bank, n. s. of 57th st., w. of av. A; 1 year	7,500
Von Roques, Caroline E., to R. Cowan; 2 years	2,750
Mammen, Anna C., to J. G. Powers, corner of Spring st. and Monroe av. (23d ward); 1 year	1,300
Schmidt, Oscar E. and wife, to A. Von der Heydt, No. 180 Front st.; 4 years	24,000
Ohl, Ernest and wife, to J. K. Lockman, No. 176 1st av.; 3 years	7,500
Same to George Price, e. s. of 1st av., s. of 11th st.; 1 year	2,900
Selleck, Edward, to W. M. Kingsland (trustee), e. s. of 5th av., s. of 53d st.; 5 years	38,000
Tuttle, Henry C., to C. Talbot, s. s. of 136th st., e. of Willis av.; 3 years	2,500
Williams, Hanorah and husband, to John McGown, Highbridge st. (23d ward); 2 years	1,000
Wight, James W., to J. F. Wilson, n. s. of 13th st., e. of Greenwich av.; 7 years	5,000
Stewart, Peter and wife, to A. David (executor), w. s. of Bowery, n. of Broome st.; 3 years	15,000

ASSIGNMENTS OF MORTGAGES.

Van Buren, James, to T. O. Porter	$3,000
Same to same	3,000
Ackerman, William G., to G. Gossman	800
New York Life Insurance Company to J. B. Gemmill	9,050
Dowdney, A., to R. B. Johnes	2,800
Fuller, J. C., to W. T. Wardwell	25,000
Gossman, George, to R. Ward	800
Mackenbuth, B., to A. Bodner	1,600
Johnston, B., to L. Spencer	20,000
Otwell, James, to John E. McWhorter	Nom.
Union Dime Savings Bank to H. Reeve	4,000

SINGER'S PATENTS FOR A SONG.

In the Real Estate Exchange yesterday, D. Howley, executor of the estate of the late Isaac M. Singer, of sewing machine fame, sold two patents, one dated December 11, 1866, the other January 15, 1867, the former for a central delivery oscillating shuttle sewing machine, and the latter for improvements in the thread controlling and tension mechanism. The former patent was sold for $350 and the latter for $120, James Underhill being the purchaser in each instance.